BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW3

(WORKS COSTING LESS THAN Rs. 100 LAKHS)

Name of Work: Improvements To Roads At SFS 707 and Surrounding Area In Ward No.03

Estimate Cost: 58.00 Lakhs

SH 23 570-

Section	Description
1	INVITATION FOR TENDERS (IFT)
2	INSTRUCTIONS TO TENDERERS (ITT)
3.	QUALIFICATION INFORMATION
4.	FORM OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM
5.	CONDITIONS OF CONTRACT (CC)
6.	CONTRACT DATA
7	SPECIFICATIONS
8	DRAWINGS
9.	BILL OF QUANTITIES
10.	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು
ಯಲಹಂಕ ವಿಭಾಗ
ಬೆಂಗಳೂರು - 560064

SH 23 570-

BRUHAT BENGALURU MAHANAGARA PALIKE

No: BBMP/EE/YNK.D/E-PMT/09 / 2020-21

Office of the Executive Engineer
Yelahanka division, Bangalore – 560064.
Dated : **29-01-2021**

INVITATION FOR TENDER (IFT)
(Short term- Tender Notification)
(Two Cover System)
(Through **GOK e–Procurement Portal** only)

1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract **as per standard tender document KW-01, KW-2, KW-3 and KW-4**
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be submitted EMD Declaration Copy (As per Government order No:FD/675/expe-12/2020 Bangalore Dated 22-12-2020)
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on **12-02-2021** and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents.

ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು
ಯಲಹಂಕ ವಿಭಾಗ
ಬ.ಬ.ಮ.ಪ. ಬೆಂಗಳೂರು - 560064

Sl. No.	Name of the Work	Est. Cost	Category	Cost of Tender form in Rs. (Non-Refundable)	Period of Completion
01	Developments of roads and drains at Venkatala and Venkatala Janatha colony in ward no 01 of Yelahanka sub division	200.00	-	As per e-Procurement Portal	03 Months
02	construction of compound wall and improvements to yelahanka Govt High school premises at yelahanka old town in ward no -01	100.00	-	As per e-Procurement Portal	06 Months
03	Providing Street Name board, Fabrication of shed for boating flatform and construction of Rangamandhira at venkatala governament school in ward no - 01 of yelahanka Sub division.	100.00	-	As per e-Procurement Portal	03 Months
04	Improvements to kalyani at yelahanka lake in kempegowda ward no -01	100.00	-	As per e-Procurement Portal	06 Months
05	Improvements to Roads and Drains at Ambabhavani Layout (Part-1) in Ward No 03	65.00	-	As per e-Procurement Portal	03 Months
06	Improvements to Roads and Drains at Ambabhavani Layout (Part-2) in Ward No 03	60.00	-	As per e-Procurement Portal	03 Months
07	Improvements to Roads and Drains at Deo Marvel Layout and Surrounding Area in Ward No 03	75.00	-	As per e-Procurement Portal	03 Months
08	Improvements to Roads and Drains at Sai Nagara 2 and Surrounding area in Ward No 03	65.00	-	As per e-Procurement Portal	03 Months
09	Improvements to Roads and Drains at Akshyanagara and Surrounding area in Ward No 03	75.00	-	As per e-Procurement Portal	03 Months
10	Improvements to roads and drains at Attur Layout surrounding areas in ward no:03	65.00	-	As per e-Procurement Portal	03 Months
11	Improvements to Roads at SFS 707 and Surrounding area in Ward No 03	58.00	-	As per e-Procurement Portal	03 Months
11	Improvements to Drains at SFS 707 and Surrounding area in Ward No 03	76.00	-	As per e-Procurement Portal	03 Months
12	Improvements to Roads and Drains at Sharada Nagara in Ward No 04	98.00	-	As per e-Procurement Portal	03 Months

SH 23 $ 70-

Copy to:

1. The Commissioner, BBMP for kind information.
2. **Copy submitted to the Special Commissioner (Projects) for kind information.**
3. **Copy submitted to the Addl. Commissioner (Finance) & Tender bulletin officer, BBMP for requesting to publish the tender notification in tender bulletin.**
4. **Copy submitted to the Joint Commissioner (Yelahanka) for kind information.**
5. **Copy submitted to the Engineer-In-Chief for kind information.**
6. **Copy submitted to the Chief Engineer (Yelahanka) for kind information.**
7. **Copy submitted The Deputy Commissioner (Bengaluru Urban) for kind information & requested to arrange for publication and to send a copy of the same to this Office for further action.**
8. **Copy submitted to Chief Auditor / Chief Account officer for kind information**
9. **Copy submitted to A.C.F (Yelahanka) for information.**
10. Copy to Public Relationship Officer, BBMP with request to make arrangements for publication of notification in two leading daily Kannada and English Bangalore based Newspapers as the case may be within next two days & requested to communicate the same to this Office as early as possible.
11. **Copy to Acct. Suptd. / Cashier of Division office for Necessary Action..**
12. **Copy to IT Advisor with Soft copy for needful action to place in the BBMP website.**
13. **Copy to Store Keeper/ Records Section, Mayo Hall, Bangalore for information and need full action.**
14. **Copy to Assistant Executive Engineer (Yelahanka sub Division and Satellite Town Sub Division) for Information & Necessary Action.**
15. **Notice Board / Office Copy.**

Executive Engineer
Yelahanka Division
Bruhath Bangalore Mahanagara Palike

ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು
ಯಲಹಂಕ ವಿಭಾಗ
ಬ.ಬೃ.ಬಾ.ಮ.ಪ. ಬೆಂಗಳೂರು - 560064

SH 23 570-

A. General

1. Scope of Tender

1.1 The Executive Engineer, Yelahanka Division, Yelahanka Zone, BBMP Bangalore Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years i.e., 2015-16,2016-17, 2017-18, 2018-19, 2019-20

(a) achieved in at least two financial years a minimum financial turnover (in all classes of Civil Engineering construction works only of Rs. 104.00 Lakhs.

(b) satisfactorily completed (at least 50% of the contract value), as prime contractor, at least one similar nature of work value not less than Rs 26.00 Lakhs.

(c) executed in any one year, the following minimum quantities of work:

(d) Eathwork excavation - 612.00 Cum
(e) PCC and RCC - 292.00 Cum
(f) TMT steel - 14.00 Tonne
(g) Pre Cast cover Slab - 500.00 Sqm

(h) 3.3 Each Tenderer should further demonstrate:

(a) Availability by owning at least 50% of the required/Specified key and critical equipment for this work and

(b) The remaining 50% can be deployed on lease/hire basis for all works provided, the relevant documents (Commitment agreements etc.) for availability for this work are furnished:
Machineries could be on Lease/Hire/Ownership:

1. Water tanker : 1 N0
2. Needle Vibrator : 1 No
3. Concrete mixer Machine : 1 No
4. Tipper : 1 No
5. Excavator : 1 No

liquid assets and /or availability of credit facilities of no less than Rs. 16.00 Lakhs (Credit lines/ letter of credit/ certificates from nationalized banks for meeting the fund requirement etc

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು
ಯಲಹಂಕ ವಿಭಾಗ
ಬ.ಬ.ಎಂ.ಪ. ಬೆಂಗಳೂರು - 560064

SH 23 570-

C. Preparation of Tenders

6. Documents comprising the Tender

6.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows::

6.1.1 First Cover: (Only online)

(a) Earnest Money Deposit; on line payment through e-Procurement platform.

(c) Qualification Information as per formats given in **Section 3; Qualification Information.**

6.1.2 Second Cover: (Only online)

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9); online through e-procurement portal, no hardcopy of commercials should be attached or disclosed.

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

6.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

7.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made online only before the submission of the bid.**

7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

7.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

8. Tender validity

8.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9. Earnest money deposit

9.1 Earnest Money Deposit/ Bid security

The supplier/contractor can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes: **(Minimum of Rs. 50000/- for works where amount put to tender is less than 1.00 Crore and the balance amount by Bank Guarantee issued by Nationalized/Scheduled Bank.)** ***The amount of EMD is Rs. 150000/-, for this amount, Rs. 50000/- in the following form;***

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

and balance of Rs.100000/- in the form of Bank Guarantee issued by Nationalized/Scheduled Bank.

The Original Bank Guarantee should be handed over to the Executive Engineer, Yelahanka Division, BBMP Bangalore-64 by the bidders at the time of opening of Technical Bid for verification. Non compliance leads to the rejection of the Technical Bid.

ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು
ಯಲಹಂಕ ವಿಭಾಗ
ಬ.ಬಿ.ಎಂ.ಪಿ. ಬೆಂಗಳೂರು - 560064

SH 23 570-

E- Tender opening and evaluation

15. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

15.1 The Employer will open online the First Covers of all the Tenders received through eprocurement portal, in the presence of the Tenderers or their representatives who choose to attend at 11.00 hours on the date and the place specified in the e-procurement portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

15.3 The Tenderes names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

15.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3.

15.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.[1]

16 Opening of Second Cover of qualified Tenderers and evaluation:

16.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open online the Second Covers of Qualified Tenderers at the appointed time and date (as indicated in the e-Procurement Portal) in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

16.4 The Employer shall prepare minutes of the Second Cover Tender opening.

17. Process to be confidential

17.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

18 Clarification of Tenders

18.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted .

18.2 Subject to sub-clause 18.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

18.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

19. Examination of Tenders and determination of responsiveness

---

[1] The evaluation of the technical aspects contained in the first cover should be completed within a reasonable period and the time gap between the opening of the first and second cover should be the minimum and in any case not more than 45 days {In exceptional cases, approval of the Secretary to the Government of the concerned Department/Managing Director of the Corporation shall be obtained, where the period is more than 45 days but less than 60 days. If it exceeds 60 days the tenders shall be reinvited.

SH 23 570-

following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

25.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

25. Security deposit

25.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price:-

Banker's cheque/Demand draft,/Pay Order in favour of The Executive Engineer, Yelahanka Division, BBMP, Bangalore -64. or

- A bank guarantee in the form given in Section 10

25.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

25.3 The security deposit if furnished in demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

25.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 25.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

26. Corrupt or Fraudulent practices

26.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

26.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು
ಯಲಹಂಕ ವಿಭಾಗ
ಬ.ಬ.ಎಂ.ಪ. ಬೆಂಗಳೂರು - 560064

SH 23 570-

Agreement Form

Agreement

This agreement, made the _____day of _____20_____, between The Executive Engineer,Yelahanka Division, BBMP, Bangalore-4 (hereinafter called "the Employer") of the one part and

_____

_____[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute Improvements To Roads At SFS 707 and Surrounding Area In Ward No.03

(hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract),
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said _____

in the presence of:
Binding Signature of Employer _____
Binding Signature of Contractor _____

ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು
ಯಲಹಂಕ ವಿಭಾಗ
ಬೆಂಗಳೂರು - 560064

SH 23 570-

Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 34 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 38.1
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:
(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender

SH 23 570-

D . Cost Control

29. Bill of Quantities (BOQ)

29.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

29.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

30. Variations

30.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

30.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

30.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 30 days failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further approval of Govt. has to be obtained for the variation exceeding 5%.

31. Payments for Variations

31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1 or 31.2 or 31.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

31.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

31.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

ರಾಜ್ಯಪಾಲರ ಅಭಿಯಂತರರು
ವಿದ್ಯುಚ್ಛಕ್ತಿ ವಿಭಾಗ
ಬ.ಜ.ಎಂ.ಕ. ಬೆಂಗಳೂರು - 560001

SH 23 570-

36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

37. Cost of Repairs:

37.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

38. Completion

38.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

39. Taking over

39.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

40. Final account

40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

41. As built drawings

41.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

41.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

42. Termination

42.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

42.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted.

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted

ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು
ಯಲ್ಲಾಪುರ ವಿಭಾಗ
ಯಲ್ಲಾಪುರ - 581359

SH 23 570-

SECTION-9 BILL OF QUANTITIES

BRUHAT BENGALURU MAHANAGARA PALIKE

YALAHANKA ZONE

Executive Engineer, Yelhanka Division, BBMP, Bengaluru -64

Name of Work:- Improvements To Roads At SFS 707 and Surrounding Area In Ward No.03

SCHEDULE-B

Sl No	Description of Items	Unit	Qty	Rate in Rs	
				Rate in Figures	Rate in Words
1	Earthwork excavation by manual means for roads, drains & similar works in ordinary soil invoiving , excavated surface leveled & sides neatly dressed , the disposed earth to be levelled neatly after breaking of clods complete As per Engineer In-Charges	Cum	765.28		
2	Providing and laying Plain cement concrete of mix 1:3:6 with OPC @ 220kgs, with crushed 40mm and down size graded granite metal coarse aggregates @0.89cum and fine aggregates @ 0.46cum, in foundation mechanically mixed, placed in foundation and compacted by vibration including curing for 14 days including cost of all materials, labour, HOM curing, form works, scaffolding and centering complete as per specifications. As per Engineer In-Charges	Cum	114.79		
3	Providing and laying plain/reinforced cement concrete for side drains using M20 nominal mix concrete with OPC at 300 kgs. with 20mm and down size granite metal coarse aggregates at 0.69 cum and fine aggregates at 0.43 cum machine mixed, well compacted for walls and bottom including centering, shuttering, cost of materials, HOM of machinery, curing etc., complete excluding cost of steel as per MORTH specification No. 1500, 1700, 2200. including cost of materials, labour, HOM complete as per specificationsdo- Wall & bottom thickness 15cm As per Engineer In-Charges	Cum	251.14		

ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು
ಯಲಹಂಕ ವಿಭಾಗ
ಬ.ಬ.ಮ.ಪ. ಬೆಂಗಳೂರು - 560064

4	Providing T.M.T. steel reinforcement for R.C.C. work including straightening, cutting, bending, hooking, placing in position, lapping and/or welding wherever required, tying with binding wire and anchoring to the adjoining members wherever necessary complete as per disign (laps, hooks and wastage shall not be measured and paid) cost of materials, labour, As per Engineer In-Charges	Tonne	16.48			
5	Providing and Fixing pre cast covering Slab made out of CC 1:2:4 with 10cm thick and Finishing cutting ,including form work,curing,including cost of alll materials, labour,hire charges of machinery,loading,unloading,lead and lift,transportation etc ,copmplete.(Data Rate) As per Engineer In-Charges	Sqm	612.00			
6	Providing and fixing Precast RCC slab of 250mm thick for Culverts made of Plain/Reinforced Cement Concrete design mix M25 with OPC@340kgs,with 20mm and down size graded granite metal coarse aggregates @0.70cum and fine aggregates@0.47cum,with superplasticizer@3lts confirming to IS9103-1999 Reaffirmed-2008,Open Foundation complete as per Drawing and Technical Specification including cost of all materials, labour,HOM curing,form works,scaffolding and centering complete as per specifications and pointing for ljoints 1:3 cement mortar including form work,lift charges,curing and concrete finished surfaces on both sides etc,complete and as per the directions of Engineer in-Charge. (Data Rate) As per Engineer In-Charges	Sqm	14.40			

ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು
ಯಲಹಂಕ ವಿಭಾಗ
ಬಿ.ಬಿ.ಎಂ.ಪಿ. ಬೆಂಗಳೂರು - 560064

(Projects) | UIPR/DVG/No.606 zenkar/2020-21

SECTION-9 BILL OF QUANTITIES

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:

Executive Engineer,
Yelahanka Division Bangalore-64

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute Improvements To Roads At SFS 707 and Surrounding Area In Ward No.03 AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____Rupees_____ _____, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____